

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from firms that are interested in providing professional services of surveyors, inspectors, floodplain management and engineering on a temporary basis to support the operational needs of the Land Development Division, here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Receiving Period: Prior to 2:00 p.m., Wednesday, October 8, 2025

Bid Opening: Wednesday, October 8, 2025, at 2:00 p.m. or as soon as possible thereafter..

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, September 16, 2025, 2:00 p.m. at the Polk County Administration building, Procurement Conference Room 150 (1st Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 876 0813 0810.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, September 24, 2025, 5:00 p.m.

Bid Opening: Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

RFP REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the firm's responsibility to verify if any addenda have been issued.

RFP Number: 25-625

RFP Title: Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

This form is for RFP registration. Please scroll down for additional information.

This form is for proposal registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Proposal Submittal instructions

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-625 Engineering Staff Augmentation Services for Land Development Request for Professional Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

| Sealed Proposal. DO NOT OPEN | |
|-------------------------------------|---|
| RFP Number | 25-625 |
| RFP Title | Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA) |
| Due Date/Time: | October 8, 2025, prior to 2:00 pm |
| Submitted by: | |
| Deliver To: | Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830 |

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 25-625 Tab 1”

“RFP 25-625 Tab 2”

“RFP 25-625 Tab 3”

“RFP 25-625 Tab 4”

“RFP 25-625 Tab 5”

“RFP 25-625 Tab 6”

“RFP 25-625 Tab 7”

“RFP 25-625 Submittal Documents”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL # 25-625

Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

Sealed proposals will be received in the Procurement Division, **Wednesday, October 8, 2025, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net. All questions must be received by September 24, 2025, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Proposal that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757**

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks professional service of firm(s) to pv.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

All personnel assigned to the work shall be fully qualified and licensed as necessary.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s). The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The County will negotiate a fee schedule as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

The Successful Proposer must register in our Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a firm until they have registered. You may register by going to the following link: <https://www.polk-county.net/business/procurement/vendor-information/>. It is the responsibility of all firms to update their firm information. Only registered firms will receive notifications of future RFP's.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The Land Development division works with engineers, surveyors, attorneys, planners and the public to ensure land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff also provide site construction inspection services, floodplain management services, and surveying review. Staff members coordinate meetings with property owners, developers, the Florida Department of

Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

Polk County has been experiencing significant population growth and rapid development and urbanization. As a result of this growth and demand the County requires temporary staff to assist Land Development staff with these roles.

The purpose of this proposal is to establish an hourly billing rate for the job classifications described below. The obligation of the County will be solely to compensate the Firm(s) for the number of hours provided in accordance with the fee schedule negotiated with the awarded firm(s). The fee schedule for each job classification shall be inclusive of all costs including but not limited to, overhead, profit, mileage, background checks, screenings, etc., there will be no reimbursables.

SCOPE OF SERVICES

The scope of services shall include, but will not be limited to the following types of work:

SURVEYORS

The scope of services shall include, but not be limited to, review of subdivision plats, site plan boundary review, survey field work, photogrammetric surveys, light detection and ranging (LiDAR) surveys, boundary surveys, right of way map preparation, survey drafting (including all software necessary to produce required plans, documents, etc.), design surveys, writing of legal descriptions and recording of easements, easements and right-of-way, parcel and plat research, easement sketches, easement staking, easement encroachments, "as built" surveys and topographic surveys, aerial topographic survey (survey approximating the contour of the land), surveying and mapping, ordinary high water line, bathymetric survey, volumetric calculations, ground based surveying, and GPS support services, sovereign boundaries, Federal Emergency Management Agency (FEMA) flood zone boundaries. These services may also be used by any division within the County and, may be required to meet Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMDC), Florida Department of Transportation (FDOT), US Army Corps of Engineers, or Florida Department of Environmental Protection (FDEP) survey protocol, along with having the survey to be certified to that agency, in addition to the County.

The services will support a number of projects including, but not limited to; wetland delineation for state and federal agencies, wetland mitigation design and permitting, design and permitting of infrastructures including stormwater management, roads, land reclamation, construction management, borrow site development, geotechnical and hydrogeological services, title searches, wetland delineation, jurisdictional wetland delineation, endangered species survey, environmental sciences, environmental right-of-way, geotechnical, historical, archaeological, wetland and hazardous material operations.

The information gathered in these types of services may need to be mapped and certified.

Surveyors' Specifications

1. Plat and Plan Review - Review both commercial and public subdivision plats for conformance with FSS chapter 177- "The making of plats". Assist Land Development division by reviewing submitted documents to ensure compliance with both State and County standards. Written comments are to be provided within appropriate review times as determined by Polk County Land Development Code.
2. Topographic services in paper and electronic format - Work must be rectified and meet the State of Florida surveying requirements for topographic maps. Work must be completed under the supervision of a Professional Surveyor and Mapper (PSM) licensed in the State of Florida.
3. Volumetric Calculations – Complete volumetric calculations of material stockpiles, borrow material, and in place earthmoving to support annual reports and construction administration. Provide hydrographic and bathymetric survey data to support volumetric calculations involving areas of standing and flowing water of variable depth. Work must be completed under the supervision of a PSM licensed in the State of Florida.
4. Deliverables may include, but are not limited to; sealed, certified copies of the final survey, certified to County Divisions, AutoCAD drawing file of the completed survey in digital format in current version of AutoCAD, ArcMap drawing of completed survey in digital format(i.e. Shape file & Digital Elevation Model), all supporting documentation and computations organized and annotated to allow review of adjustments and conclusions. This data should be printed or scanned into PDF format, digital copy of all data (drawing file, Adobe PDF file, custom font, line types, plot styles, color tables), ASCII text file of the DEM points, (N,E,Z), with an accompanying surveyor's report and files need to be in a format accessible directly into GIS without any conversion steps (i.e. polyline shapefile), Final report shall be certified and sealed, dated, and signed by a Professional Florida Licensed Surveyor and Mapper, Data deliverables shall be made available to client in electronic format. The report should be Adobe PDF format and the DEM an ASCII text file and files need to be in format accessible directly into GIS without any conversion steps (i.e. polyline shapefile). Files shall be sent by email or ftp download, or on a flash drive, CD or DVD of the data.
5. All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor and Mapper.
6. Consultant shall establish horizontal and vertical control(s) for the site/project.
7. Consultant shall establish LiDAR check points for calibration.
8. Horizontal datum will be NAD 1983 Florida West zone state plane coordinates (latitude/longitude), U.S. survey feet and the vertical datum will be NAVD 88, U.S. survey feet, unless client specifies otherwise in writing.

9. Topography acquired by remote sensing methodology will be produced per the “ASPRS Positional Accuracy Standards for Digital Geospatial Data”.

10. Create a digital elevation model (DEM) from Airborne LiDAR data. The DEM density will be based on project specific needs.

INSPECTORS

As part of the Land Development Division, the County Engineering Section’s inspection staff provides site construction inspection services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-construction meetings with engineers and contractors. During construction, Land Development inspection staff work in the field to ensure that projects are constructed in accordance with approved plans, Land Development Code and Polk County Utilities Standards and Specifications Manual. Occasionally the County requires temporary staff to assist Land Development with field inspections.

Land Development Inspectors will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits.

The scope of services shall include, but not be limited, the following duties to be performed:

1. Interpret design plans and specifications.
2. Observe construction activity and inspect workmanship, materials, and techniques to ensure compliance.
3. Inspection of installation of underground utility lines.
4. Oversight and inspection of backfill and compaction work.
5. Inspection of storm sewer and surface water management facilities.
6. Site grading, soil stabilization/erosion prevention.
7. Ensure proper pavement construction including depths, materials, installation, mix and temperature testing for asphalt pavements.
8. Verifies material quantities and product types.
9. Inspection of lift station construction.
10. Inspect installation of signage and traffic control devices.
11. Makes record of project progress.
12. Interacts with contractors, consultants, and other related parties.

13. Identifies project issues and coordinates with County Engineer staff regarding resolutions.

14. Makes recommendations to County Engineer regarding final release of projects at completion of construction.

FLOODPLAIN MANAGEMENT

As part of the Land Development Division, the County Floodplain Management Section's staff provides a range of services necessary for ensuring compliance with the National Flood Insurance Program (NFIP) and the Florida Building Code, as well as maintaining activities and records for participation in the Community Rating System (CRS). Staff members coordinate with property owners, developers, county emergency management, the Florida Division of Emergency Management, the Federal Emergency Management Agency (FEMA) and other community staff, as well as a range of regional and state agencies.

The scope of services of the floodplain management activities may include but are not limited to the following duties:

1. Assist in the coordination of the County's Floodplain Management Program, ensuring that the County meets FEMA's minimum NFIP participation requirements.
2. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of floodplain management requirements.
3. Assist in coordination of the County's FEMA Community Rating System (CRS) Program.
4. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes as related to floodplain management.
5. Promote public awareness of the County's Floodplain Management Program through attending community meetings, including the Board of County Commissioners, Planning Commission, Code Enforcement, and Special Magistrate; or conducting public outreach.
6. Conduct site visits, respond to specific complaints, and document observations related to floodplain management enquiries.
7. Assist in mediating floodplain management related complaints.
8. Explain floodplain development requirements to community leaders, citizens, and the general public.
9. Maintain records and documents that keep the County a participant in FEMA's NFIP and CRS programs.

10. Maintain the Community Floodplain Management Reference Library.
11. Provide assistance to FEMA and State Floodplain Management Office representatives during Community Assistance Visits (CAV) and Community Rating System (CRS) Program reviews.
12. Monitor, coordinate, and collaborate with other federal and state Floodplain Management programs.
13. Appear as a witness involving floodplain violations.
14. Assist in coordination of disaster response and recovery efforts.
15. Assist in coordination of hazard mitigation grants.
16. Performs other related job duties as assigned.

ENGINEERING SERVICES

As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-design meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

The scope of services of the Engineering services may include but are not limited to the following duties:

1. Provide comprehensive review of land development projects to ensure compliance with the Polk County Land Development Code, Polk County Utility Code, and other applicable design standards. This may include stormwater design review, transportation system design review, traffic study analysis, subdivision design review, water/wastewater system design review, planning/zoning review, landscape design review, flood plain management, wetland/natural resource impacts, or any other component of Land Development review.
2. Provide technical information and assistance to the Utility or Roads and Drainage Divisions as it relates to Land Development projects.
3. Oversee and provide project management services for Land Development related improvement projects to public infrastructure.
4. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of Land Development Code requirements.
5. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes related to floodplain management.

6. Review and evaluate impacts on natural resources such as wetlands. May include site visits for delineation and functionality review, interagency coordination, and compliance review.
7. Conduct site visits, respond to specific complaints, and document observations related to land development enquiries.
8. Assist in mediating land development related complaints.
9. Meet with and explain land development requirements to community leaders, citizens, and the general public.
10. Appear as a witness involving floodplain violations.
11. Assist in coordination of disaster response and recovery efforts.
12. Assist in coordination of hazard mitigation grants.
13. Performs other related job duties as assigned.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

SPECIFICATIONS

1. Regular work hours will be performed Monday through Friday excluding County holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. for most positions or 7:00 a.m. to 4:00 p.m. for inspector staff, with a one-hour break for lunch. The User Division requesting the staff will determine the number of hours worked daily, the length of time the staff is required, and the total number of staff required. The County will only pay for hours worked; the County will not pay holiday pay.

The following is a listing of those holidays:

- a. New Year's Day
- b. Martin Luther King Jr., Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day and the day after

- h. Christmas Eve and Christmas Day (unless otherwise directed by the Board of County Commissioners)
2. Firm(s) shall provide certification verification to the County Engineer or designee prior to start of employment of all temps.
 3. Staff shall report to work equipped with a cell phone and computer. The County will not provide communications equipment or reimburse for equipment usage. All costs shall be included in the billing rate.
 4. Staff may be required to report to work at the County Administration Building, Office of Land Development, 330 W Church Street, 2nd Floor, Bartow, FL, or a future construction site located within Polk County.
 5. Firm(s) shall be responsible for providing necessary and adequate transportation for staff. The County will not provide vehicles. Mileage will not be reimbursed. All costs shall be included in the billing rate.
 6. Staff may be asked to work remotely or from a location collectively decided upon between the firm(s) and county staff. Travel time to and from the designated reporting location will not be paid. The designated reporting location is subject to change.
 7. The County reserves the right to keep the staff engaged for as long as the need continues.
 8. If the County determines the staff sent to any job site is/are not qualified to do the required work within the first four (4) hours after reporting to work, the County will dismiss the staff and notify the Firm at no cost to the County.
 9. Staff will be dismissed from their assignment at the sole discretion of the County Engineer or designee for the use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by the County's personnel, violation of safety rules and regulations and misuse of the County's property.
 10. Any work products such as reports, drawings or charts or other intellectual property that are produced by staff as part of the services provided shall be the sole property of the County. All reports, correspondence and any other information is subject to the Florida Public Records Law.
 11. Protection of County Information – Due to the sensitive nature of the information maintained by the County, the Firm(s) or any of their employees shall not disclose or release in any manner, any and all information the County deems private, privileged or confidential transmitted/handled during the performance of the contract service. At no time shall any information be disclosed without the County's prior written consent.

12. Time sheets must detail out the time worked with a deduction for lunch. The County will pay only in 15-minute increments, not less. If time is not posted on the quarter hour, it will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up. Time sheets must accompany all invoices and be billed at the negotiated billing rates.
13. Firms must possess the capability of providing background checks for any staff requested by the County.
14. The firm will be responsible for performing and verifying all background checks before a Temp can be provided to the County.
15. The County will request confirmation of such background checks/screening and the documented results. The County may request additional background or other checks including criminal background checks and fingerprinting of all staff being provided. The Firm shall not be required to re-screen existing staff assigned to a project. Background checks will be provided to the Human Resources office and shall include but not limited to the following:
 - a. Pre-employment drug screening
 - b. Authorization to work in the United States
 - c. Statewide criminal check (going back at least 10 years)
 - d. Nationwide criminal check/discovery (checks state criminal records and sexual predator databases for all states)
 - e. Motor Vehicle/Driving Record
16. Staff must notify the Land Development Representative immediately if the assignment given to them is a conflict of interest. A conflict of interest includes, but is not limited to, the project being inspected, or plans being reviewed is being developed, designed, and/or constructed by the staff's employer, family member, or will result in a direct/indirect financial gain or any other type of gain to the Temp, a family member, and/or employer.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of

the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055
- f) Provide a list of the trades you are proposing to provide staff augmentation for. (Proposers should be able to provide staff for a minimum of two trades)

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

- a) Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any additional information not directly cited in the scope of services.
- b) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
- c) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
- d) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Provide four (4) projects in which the proposer has performed within the past five (5) years as the prime proposer, which best illustrate the experience of the firm and current staff as related to the desired professional services. Proposers should provide a minimum of (1) one project for (2) two of the (4) four types of trades (surveyor, inspector, flood plain management and engineer) and one of the projects identified should be projects performed for public entities. (Maximum of one (1) page only per project).
 - For each project please provide:
 - a) Name and location of the project;
 - b) Size and cost of the project;

- c) Project representative name, address, phone number, and email address
 - d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
 - e) The nature of the firm's responsibility on the project;
 - f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
 - g) List of any time extensions created by item "f" above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including the trade they will be augmenting, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees

are located, and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as firms. To that end we encourage all of our prime and professional services firms to utilize W/MBE firms where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
 - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm’s ability to work with Land Development or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm’s knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FDEP, FDOT, SFWMD, FEMA, US Army Corps and local municipalities if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)

- Average Score between 1-2 (2 Points)
- Average Score of 0 (0 Points)

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Local (Tab 4) 5 points
 - W/MBE Certification (Tab 5) 5 points
 - Surveys of Past Performance (Tab 7) 10 points

Subtotal Points: 20 points

by the process stated under each corresponding Tab description as set forth on Pages 16-19.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to the Project (Tab 2) 35 points
 - Experience, Expertise, Personnel & Technical Resources (Tab 3) 40 points

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

- 2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.
- 3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
- 4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
- 5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
- 6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize

staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract

negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

| | |
|------------------------|-----------|
| Admitted in Florida | Yes |
| Employer's Liability | \$100,000 |
| All States Endorsement | Statutory |
| Voluntary Compensation | Statutory |

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Consultants; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.

Professional Liability Insurance. \$2,000,000 to include, but not limited to, design, surveys, and engineering errors and omissions, inclusive of defense costs. The selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/> . It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from proposing on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of

Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of the proposal with their submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Proposal Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the consultant hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the consultant or subcontractor. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The consultant shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the consultant,

the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Firm Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible firm; or (ii) give preference to a Firm based on the Firm's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- i. By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its proposal, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Firm further certifies to the County as follows:
 - a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b) the Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c) the Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d) the Firm was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it

submitted its proposal to the County concerning the subject of this Agreement.

- iii. The Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- i. The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- ii. The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all proposers and submitted with their proposal submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your proposal submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful firm must complete and submit this form prior to award. The Successful firm must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

| | |
|------------------|--|
| | |
| CLIENT NAME | Name of the company that the work was performed for (i.e. Hillsborough County). |
| FIRST NAME | First name of the person who will answer customer satisfaction questions. |
| LAST NAME | Last name of the person who will answer customer satisfaction questions. |
| PHONE NUMBER | Current phone number for the reference (including area code). |
| EMAIL ADDRESS | Current email address for the reference. |
| PROJECT NAME | Name of the project (Professional Services for Hillsborough County Land Development), Etc. |
| COST OF SERVICES | Cost of services (\$20,000) |
| DATE COMPLETE | Date when the services were completed. (i.e. 5/31/2020) |

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

| NO | CRITERIA | UNIT | SCORE |
|----|--|--------|-------|
| 1 | Ability to manage cost | (1-10) | |
| 2 | Ability to maintain project schedule (complete on-time/early) | (1-10) | |
| 3 | Quality of workmanship | (1-10) | |
| 4 | Professionalism and ability to manage | (1-10) | |
| 5 | Close out process | (1-10) | |
| 6 | Ability to communicate with Client's staff | (1-10) | |
| 7 | Ability to resolve issues promptly | (1-10) | |
| 8 | Ability to follow protocol | (1-10) | |
| 9 | Ability to maintain proper documentation | (1-10) | |
| 10 | Appropriate application of technology | (1-10) | |
| 11 | Overall Client satisfaction and comfort level in hiring | (1-10) | |
| 12 | Ability to offer solid recommendations | (1-10) | |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) | |

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

PROPOSALDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development
(CCNA)

The undersigned, as an authorized officer of the consultant identified below (the “**Consultant**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____